Bay Meadows Estates
Plat One

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BAY MEADOWS ESTATES
Plat One
Subdivision Restrictions

PURPOSE:
On this, the 5th day of November, 2004, the covenants contained herein shall become effective for the above named development. The owner proposes that homes and the entire subdivision be of distinct beauty and high caliber, resulting from a study and use of each lot, to take fullest advantage of the beautiful areas provided.

PRESENT OWNERS:
Port Lawrence Title and Trust Company Trustee, is the owner of all property constituting Bay Meadows Estates Plat One, which plat is Recorded at 2004 1215-0100163 of Lucas County Ohio Records.

DESCRIPTION:
Bay Meadows Estates Plat One, Lots 1 thru 23, of which this is a correct plat, is laid out on and comprises all that part of the West 1/2 of the Northwest 1/4 of section 31, Town 9 South, Range 9 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:
COMMENCING at a found P.K. Nail at the Southwest of the Northwest 1/4 of said Section 31;
Thence North 00 degrees, 00 minutes, 00 seconds East along the west line of said Section 31, said line also being the Center Line of Stadium Road (variable width) a distance of 198.00 feet to a point;
Thence North 89 degrees, 50 minutes, 10 seconds East along a line that is parallel with the South Line of said Section 31 a distance of 230.00 feet to a 6 inch Concrete Monument set at the Southwest Corner of Lot 1 in Waltzer Addition, said point also being the point of BEGINNING;
Thence North 00 degrees, 00 minutes, 00 seconds East along a line that is 230.00 feet west of and parallel with the east line of said section 31 a distance of 1337.64 feet to a 6 inch Concrete Monument set at the North Line of the South 26 acres of the North 1/2 of the West 1/2 of the Northwest 1/4 of said section 31;
Thence South 89 degrees, 38 minutes, 57 seconds East along the last described line a distance of 339.46 feet to a 6 inch Concrete Monument set;
Thence South 00 degrees, 00 minutes, 00 seconds West a distance of 222.69 feet to a 6 inch Concrete Monument set;
Thence North 90 degrees, 00 minutes, 00 seconds East a distance of 20.55 feet to a 6 inch Concrete Monument set;
Thence South 00 degrees, 00 minutes, 00 seconds West a distance of 891.66 feet to a 6 inch Concrete Monument set;
Thence North 90 degrees, 00 minutes, 00 seconds East a distance of 33.26 feet to a 6 inch Concrete Monument set;
Thence South 00 degrees, 00 minutes, 00 seconds West a distance of 220.09 feet to a 6 inch Concrete Monument set; on the North Line of the Plat of Waltzer Addition;
Thence South 89 degrees, 50 minutes, 10 seconds West along the North Line of the Plat of Mennonee Addition a distance of 393.26 feet to the point of BEGINNING;
Containing 11.105 acres of land more or less. Being Parcel No. 44-39614.

VARIANCES:
Variances, addenda, additions and/or changes to these covenants may be made only by the OWNERS and shall affect only those lots retained by the OWNERS at the time of variance recording.

PART B
AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA:
The residential area covenants in Part C in their entirety shall apply to Bay Meadows Estates Subdivision, Plat I.

PART C
RESIDENTIAL AREA COVENANTS

SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS:
The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to signs, fences, walls, driveways, hedges, residences, garages, basements, in-ground swimming pools or basketball courts) to be constructed and/or situated on any residential lot within the Plat shall be submitted for examination to Central Lakes Investments, Inc. hereinafter referred to as “Developer”, at 2055 Starr Avenue Toledo, Oh 43605. Written approval of Central Lakes Investments to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. SHALL approve or reject modifications of all submissions within thirty (30) days after submission of the plans and specifications required hereunder. Failure to do so, respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location (two [2] copies of a surveyed proposed location plan shall be submitted), type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan from the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to Developer so that Developer may retain a true copy thereof with its records. Under no circumstances shall prefabricated, manufactured, or modular homes or residences be approved for or constructed within the Plats. Dwelling will require at least 75% brick on the front, and brick wains coating on all sides of home. Certain types of vinyl siding will be permitted to be used on the sides and rear of a residence provided the written approval of Developer as to the quality and neutral color of such vinyl siding is first obtained.
ARCHITECTURAL STANDARDS, HARMONIOUS PLAN:

In requiring the submission of detail plans and specifications as herein set forth, Developer intends to assure the development of Bay Meadows Estates as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgment of Developer, complement one another and promote the harmony and desirability of Bay Meadows Estates taken as a whole. In approving or withholding its approval of any plans and specifications, Developer shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. Developer will not approve designs which are in conflict with the aesthetic standards of the community, and must show on the roof design a minimum of an 8/12 pitch.

LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No commercial enterprises of any nature shall be entered into by residents and/or occupants on this property within this subdivision. Each lot shall be sold with provisions for site and building plan approval of OWNERS. Criteria for site and building plan approval will include but not be limited to the percentage of exterior brick, the number of windows on the front elevation drawing of the submitted building plan, the roof pitch of the front elevation, and the general suitability of the house building plan to the building site selection of the buyer. All eaves troughs, down spouts, and roof drains from the main structure on each lot must be routed directly to the underground water collection system using the individual storm water taps provided to each lot.

DWELLING SIZE:

The first floor area of the main structure, exclusive of open or enclosed porches, garages, utility and storage rooms, or patios, shall not be less than 2,100 square feet. Each residence will have an attached garage, at least 400 square feet in dimension.

SEPARATE BUILDINGS:

Garages must be at least 400 square feet in size and be attached to the house, with a concrete or permanent masonry drive extending from the garage to the street. Asphalt paving of any type is not allowed on any lot. Separate buildings must conform in design and material with the residence. Foundation area of a separate building for use of pool house or shed must not be larger than 8 x 12 in size.

DIMENSION:

No lot shall be re-subdivided into additional, smaller lot or lots.

TIME:

All building exteriors, grading, seedings, plantings, walks, driveways, and the such, shall be completed within 12 months from the date of building permit application and plan approval. The entire lot site shall be cleared of building materials and excessive topsoil within three months after building completion. At the time of beginning construction each lot will have a temporary
driveway of acceptable Ohio EPA standards installed in order to reduce soil erosion and to keep the streets free of dirt and mud. (See Nuisances).

MAILBOXES:
The Developer shall have the exclusive right to determine the locations, color, size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of the residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary, with a mailbox and/or paper delivery box of similar type, look and quality.

FENCES, SCREENING, SATELLITE RECEIVERS, ETC....
No hedge, heavy plantings or fence shall be placed in the front yard between the house and front property line. Wire type fencing can be used only in conjunction with wood "split rail" type fencing. Wire or any type of metal fencing cannot be used as a stand alone fence. As a perimeter or lot boundary, split rail type fencing is the only type fence allowed on any lot. No barbed wire, field fencing, poultry wire or similar types may be used. Vertical wood plank including "board on board", and "shadow box" type fences are not allowed. "Picket" type fences may be used in a screening and ornamental way but may be no taller than 42 inches. Service areas and "in ground" pools may be screened by attractive wood or ornamental masonry fencing and/or plantings not to exceed 6 feet in height. No fence shall be erected or maintained closer to the street than the rear of the house, and shall not be erected or maintained until approved by the developer. Satellite dish receivers and cable vision reception devices shall be placed on the back of house. Clothes lines and clothes line devices including clothes line type dryers will not be allowed within the subdivision. Basketball backboards shall not be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards, whenever erected, shall first be approved by Developer in writing.

EASEMENTS:
Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Recorded Plat Plan. Each property owner shall properly maintain these areas. All areas within the public right-of-way shall be maintained and cared for as is required for each lot by the City of Oregon. The installation of sidewalks and planting of trees required by the city is the responsibility of resident or landlord of this property.

PETS:
Dogs, cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by Central Lakes Investments, provided however, that no animal of any sort may be permitted to be left outside unattended or be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by Developer. Pit Bulls and other vicious animals are strictly prohibited in Bay Meadows Estates.

TEMPORARY STRUCTURES:
No structure of a temporary character, namely boat, trailer, tent, basement, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or
permanent.

SIGNS:
No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS:
No oil drilling, development or refining, no quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

LIVESTOCK AND POULTRY:
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. A dog, cat or other domestic pet may be kept provided they are not maintained for commercial purposes (see nuisances).

GARBAGE AND REFUSE DISPOSAL:
No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers and must be stored out of sight, under ground or screened from view. During the construction and building process it is the responsibility of the lot owner and builder to maintain the building site so that trash and debris (excess building material), does not become a nuisance to the other lot owners.

UNDERGROUND SHELTERS:
Underground shelter, if desired, may be built as long as they are not constructed closer than the required side yard setback, or five feet, whichever is larger and are constructed entirely under natural ground level.

PART D
ARCHITECTURAL AND BUILDING CONTROL

RELOCATION OF BUILDINGS:
Only construction of new buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto any lot and remodeling or converting same into a dwelling unit in the subdivision. At a point in the future that Developer determine that a committee consisting of residents of Bay Meadows Estates Plat I, Plat II and Plat III, would be helpful or necessary all property owners of all Plats will be notified in order to create an association for the purpose of property maintenance and architectural and building control and approval.

SEPARABILITY:
If, for any reason, a clause, sentence, paragraph, section or other part of these regulations
should be decided by a court of competent jurisdiction to be invalid, such judgment shall not affect the validity of these regulations as a whole, or any part thereof, other than the part so held invalid.

PART E
GENERAL PROVISIONS

TERM:
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, provided, however, that after said initial thirty year period, a majority of the ten owners of the lots may, by an instrument in writing signed by a minimum of three fourths of said persons, alter change, modify, amend, cancel or nullify the covenants set forth herein.

ENFORCEMENT:
Enforcement shall be by proceedings by law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.
IN WITNESS WHEREOF, the Port Lawrence Title and Trust Company, Trustee, acting by and through its duly authorized representatives, has caused this instrument to be executed on its behalf of this 7 day of February, 2005.

Signed and acknowledged in the presence of:

Patricia A. Lemmon
Patricia A. Lammon
Judy A. Melner

PORT LAWRENCE TITLE AND
TRUST COMPANY, TRUSTEE

By: Margeretta R. Laskey
Its: President

By: Fred C. Meyer
Its: Vice President

STATE OF OHIO } ss:
COUNTY OF LUCAS }

The foregoing instrument was acknowledged before me this 7 day of February 2005 by Margeretta R. Laskey, the President, and by Fred C. Meyer, the Vice President of the Port Lawrence Title and Trust Company, Trustee, on Ohio corporation, on behalf of the corporation.

Patricia A. Lemmon
Notary Public

[Stamp: Notary Public, State of Ohio]
My Commission Expires 9-20-09